

A. G. Contract No. KR95 1740TRN  
ADOT ECS File: JPA 95-134  
Project: STP-900-0(120)/H4116 01X  
Section: FY95 - 96 Ambient Air  
Monitoring/Data Collection Program

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY, ARIZONA

**CONTRACT**

NO. 01-51-A-120692-0995

AMENDMENT NO. \_\_\_\_\_

THIS AGREEMENT is entered into 20 October 1995, pursuant to Arizona Revised Statutes Section 11-952 through 11-954 as amended, between the STATE OF, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

This number must appear on all invoices, correspondence, and documents pertaining to this contract.

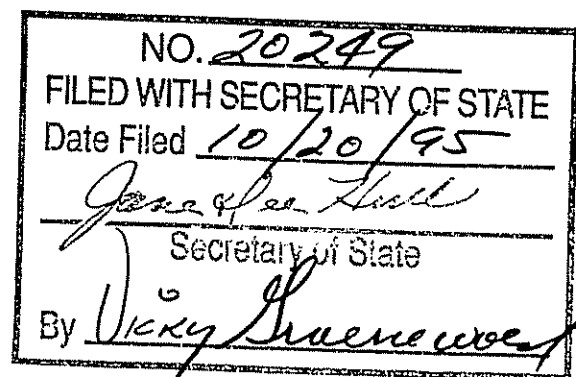
**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The Federal Intermodal Surface Transportation Efficiency Act of 1991 has made funds available to the State for the use of the County to conduct the Ambient Air Monitoring and Data Collection program. The State and the County desire to define their respective responsibilities relating to the transfer of up to \$60,000.00 thru the State to the County and the expenditure thereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:



## II. SCOPE

### 1. The State will:

Provide the County federal STP funds in the amount of up to \$60,000.00, on a monthly cost reimbursement basis for activities performed relating to the Ambient Air Monitoring and Data Collection program.

### 2. The County will:

a. Apply funding to project work activities in strict accordance with applicable Federal and State laws, rules and regulations.

b. Conduct related work activities generally in accordance with Attachment A, which is incorporated herein and made a part hereof. Be responsible for any claims for extra compensation.

c. Provide the required \$33,000.00 match in funds or in-kind services, and invoice the State for reimbursement no more often than monthly, supported by narrative reports, in a total amount not to exceed \$60,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Arizona Department of Transportation in this agreement is to convey federal pass through funds for the use and benefit of the County by reason of State and Federal law under which funds for the activities are authorized to be expended.

2. This agreement shall remain in force and effect until completion of said activities and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance, upon thirty (30) days written notice to the other party.

3. Should the work contemplated under this agreement be completed at a lower cost than the reimbursed amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided shall be reimbursed to the State.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Pima County  
Environmental Quality Director  
130 W. Congress Street - 3rd floor  
Tucson, AZ 85701

9. Attached hereto and incorporated herein is the written determination of legal counsel that the parties are authorized under the laws of this State to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**PIMA COUNTY, ARIZONA**

**STATE OF ARIZONA**

Department of Transportation

By Paul Marsh  
PAUL MARSH, Chairman  
Board of Supervisors

By Jay Klagge  
JAY KLAGGE, Director  
Transportation Planning

SEP 19 1995

ATTEST

By Jane Williams  
JANE WILLIAMS  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 25th day of July 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with Pima County for the purpose of defining responsibilities for the pass through of STP federal aid funds to accomplish the FY-95-96 Ambient Air Monitoring and Data Collection program.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Director, Transportation Planning for approval and execution.



for LARRY S. BONINE  
Director

RESOLUTION NO. 1995- 234

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS ACTING ON BEHALF OF ITS DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVING AN INTER-GOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING ON BEHALF OF ITS DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR THE PASS THROUGH OF STP FEDERAL AID FUNDS TO CONDUCT THE AMBIENT AIR MONITORING AND DATA COLLECTION PROGRAM.

WHEREAS, the State of Arizona, acting through the Arizona Department of Transportation Highways Division, proposed to provide funding in the amount of \$60,000 pursuant A.R.S. § 11-952-11-954, A.R.S. §28-108 and 28-112, and A.R.S. § 11-251, to conduct the Ambient Air Monitoring and Data Collection program; and

WHEREAS, Pima County agrees to perform services in accordance with the attached intergovernmental agreement; and

NOW, THEREFORE, be it resolved by the Board of Supervisors of Pima County, Arizona;

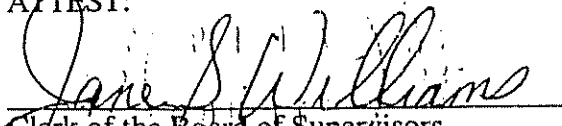
That the Chairman of the Board of Supervisors approves and directs the Chairman to sign the attached intergovernmental agreement with the State of Arizona of receipt of a grant in the amount of \$60,000.

Passed and adopted this 19th day of September, 1995.

PIMA COUNTY BOARD OF SUPERVISORS

  
Paul Marsh, Chairman **SEP 19 1995**

ATTEST:

  
Clerk of the Board of Supervisors

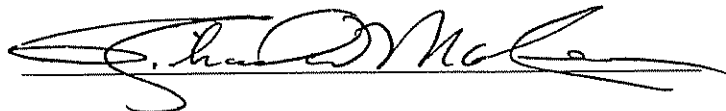
APPROVED AS TO FORM:

  
Deputy County Attorney

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 16<sup>TH</sup> day of AUGUST, 1995.

A handwritten signature in black ink, appearing to read "S. J. McKeown", written over a horizontal line.

County Attorney

**CATEGORY 100 - Natural Environment**

**SUBCATEGORY 104 - Air Quality (continued)**

- Work Element:** 104.6 Ambient Air Monitoring and Data Collection
- Objective(s):** To monitor mobile sources of air pollution and provide ambient air quality data concerning National Ambient Air Quality Standards (NAAQS) established by the U.S. Environmental Protection Agency.
- Product(s):**
- 1) Data collection, reduction, and analysis for nine commonly occurring air pollutants (six NAAQS) and meteorological conditions throughout PAG's Tucson Air Planning Area:
  - 2) Calibration and precision checking of monitoring equipment;
  - 3) Reporting data to various agencies; and:
  - 4) Microscale assessments and special purpose studies addressing congested areas.
- Related Work:**
- 1) Air Quality (104)  
Public Education (104.1)  
Conformity Assessment of Regional Transportation Plans and Programs (104.2)  
PM<sub>10</sub> SIP Development and Tucson Urban Haze Study (104.3)  
Carbon Monoxide State Implementation Plan Revision (104.4)
  - 2) Transportation Planning (600)  
Short Range Transportation Planning (602)  
Long Range Transportation Planning (603)  
Implementation (604)  
Technical Assistance (605)
- Anticipated Impact:** Continuous monitoring and reporting of three priority pollutants within the PAG area with a primary relationship to transportation - Carbon Monoxide, Ozone, and Particulate Matter (PM<sub>10</sub>).
- Task(s):**
- A. Monitor ambient air pollution levels meeting EPA specifications as required under 40 CFR 50, 53, and 58, including microscale, neighborhood, corridor, and regional sites.
  - B. Collect surface, ground effect and upper air meteorological data for use in air quality diagnostic and predictive models.

Attachment A-1

104.6 (Continued...)

Tasks: (cont'd)

- C. Assist in special purpose studies assessing air quality impacts of transportation systems.
- D. Review regional air quality data and prepare reports discussing the levels of pollution in the Tucson Air Planning Area and any apparent trends.

FUNDING SOURCE	AMOUNT	RESPONSIBLE AGENCY	COST
STP	\$60,000.00	PDEQ	\$93,000.00
LOCAL FUNDS	33,000.00		
TOTAL	\$93,000.00	TOTAL	\$93,000.00





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR95-1740-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 16th day of October, 1995.

GRANT WOODS  
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8957G/36